

STATE OF MICHIGAN  
COURT OF APPEALS

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BRIAN BECK, GUY HANSON, KAREN  
HANSON, RAYMOND FAVICHIA,  
MARGARET FAVICHIA, JUDITH  
SCHLEBECKER, JOHN SCHLEBECKER, and  
BERNADETT STEINER,

UNPUBLISHED  
March 3, 2015

Plaintiffs,

and

AUDREY MAHONEY, DAVID OPPENHEIM,  
FELICE OPPENHEIM, and PATTY BROWN,

Plaintiffs-Appellants/Cross-  
Appellees,

v

No. 319463  
Oakland Circuit Court  
LC No. 2011-122042-CZ

PARK WEST GALLERIES, INC., ALBERT  
SCAGLIONE, MORRIS SHAPIRO, ALBERT  
MOLINA, and PLYMOUTH AUCTIONEERING  
SERVICES, LTD.,

Defendants-Appellees/Cross-  
Appellants.

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Before: MURRAY, P.J., and HOEKSTRA and WILDER, JJ.

HOEKSTRA, J., (*concurring in part, dissenting in part.*)

I agree and join with the majority in concluding that invoices containing arbitration clauses are subject to arbitration. However, for the reasons stated by the majority in *Cohen v Park West Galleries*, unpublished opinion per curiam of the Court of Appeals issued April 5, 2012 (Docket No. 302746), I respectfully disagree that invoices that do not contain arbitration clauses are also subject to arbitration.

/s/ Joel P. Hoekstra